



Loudoun County, Virginia

---

INVITATION FOR BID

**WOODS ROAD DISPOSAL UNIT PRIMARY  
INFRASTRUCTURE CONSTRUCTION**

ACCEPTANCE DATE: Prior to 4:00 p.m., March 13, 2008 "Local Verizon time"

IFB NUMBER: QQ-01394

ACCEPTANCE PLACE: Department of Management and Financial Services  
Division of Procurement, MSC #41C  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on February 21, 2008 at 2:00, p.m. at the Loudoun County Landfill, located on Route 621, approximately five (5) miles southeast of Leesburg, Virginia, for clarification of any questions on the drawings, specifications and site conditions.

Plans and specifications CDs, and bid forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. The cost of each CD is \$30.00 (non-refundable).

Requests for information related to this Invitation should be directed to:

Name: Donald R. Legg, CPPO,

Title: Acting Purchasing Agent

(703) 777-0566

E-mail address: [Donnie.Legg@loudoun.gov](mailto:Donnie.Legg@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/purchasing](http://www.loudoun.gov/purchasing)

Issue Date: February 7, 2008

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN  
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION  
AS SOON AS POSSIBLE.**

Woods Road Disposal Unit Primary Infrastructure Construction

IFB QQ-01394

Page 1 of 26

INVITATION FOR BID

**Woods Road Disposal Unit Primary Infrastructure  
Construction**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE .....	3
2.0 COMPETITION INTENDED .....	4
3.0 SPECIFICATIONS.....	4
4.0 DISCREPANCIES .....	4
5.0 MINIMUM QUALIFICATIONS.....	4
6.0 BUSINESS PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT .....	6
7.0 PAYMENT OF TAXES .....	6
8.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE.....	6
9.0 ETHICS IN PUBLIC CONTRACTING.....	6
10.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED.....	7
11.0 DRUG-FREE WORKPLACE.....	7
12.0 FAITH-BASED ORGANIZATIONS .....	8
13.0 EXEMPTION FROM TAXES.....	8
14.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS.....	8
15.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS.....	9
16.0 CONSTRUCTION CONTRACT RETAINAGES.....	9
17.0 ESCROW ACCOUNT FOR RETAINED FUNDS .....	9
18.0 INSTRUCTIONS TO BIDDERS .....	10

ATTACHMENTS: BID FORMS

OWNER-CONTRACTOR AGREEMENT

ESCROW AGREEMENT

Authorized By: Donald R. Legg CPPO /s/ Date: February 7, 2008

# **Woods Road Disposal Unit Primary Infrastructure Construction**

## **1.0 PURPOSE**

The Intent of this Invitation for Bid is to obtain the services of a qualified general contractor to provide all labor, supervision, materials, tools, and equipment necessary to construct the Woods Road Disposal Unit Primary Infrastructure Construction Project. The Loudoun County Solid Waste Management Facility (LCSWMF) is located on Route 621, approximately five (5) miles southeast of Leesburg, Virginia.

The work includes, but is not limited to, the following major work items:

- Location and protection of existing wells and wetlands;
- Installation of temporary erosion and sediment control measures;
- Drilling, removal, and disposal/stockpiling of rock and unsuitable material, when encountered;
- Clearing existing trees (only when directed by the County);
- Construction of roads and drainage channels, as shown on the Drawings;
- Topsoil stripping for use in areas of permanent seeding and for stockpiling;
- Excavation of soil to achieve design grades, for use as embankment fill, and for stockpiling;
- Moisture conditioning (if necessary), placement, and compacting of embankment fill material;
- Fine grading of all finished grades;
- Hauling of approximately 350 cubic yards per day of soil cover from the work area to the active landfill working face as coordinated daily with the landfill operations staff;
- Hauling, placement, and compacting of onsite material for use in construction of the berms;
- Supply and installation of storm water drainage pipes as shown on the Drawings;
- Construction of sediment ponds, sediment forebay, and storm water management ponds, including outlet structures, pipes, gates, and valves;
- Temporary and permanent vegetative stabilization of all disturbed areas;

- Soil field and laboratory Quality Control observation, testing, and preparation of testing reports signed and sealed by a professional engineer licensed in the Commonwealth of Virginia; and
- Preparation of as-built Drawings as described herein signed and sealed by a professional land surveyor licensed in the Commonwealth of Virginia.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

## **3.0 SPECIFICATIONS**

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by Solid Waste Services, LLC (SWS) dated January 22, 2008, and VDOT entrance permit drawings prepared by Timmons Group dated December 17, 2007, and incorporated herein.

## **4.0 DISCREPANCIES**

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

## **5.0 MINIMUM QUALIFICATIONS**

Bidders shall submit an Experience Statement indicating that bidder's firm and the proposed QC observation and testing firm, laboratory and surveying firm have successfully provided testing services for large earthwork construction projects of similar size and complexity, to those described in the Contract Documents for at least three (3) projects in the last five (5) years.

### **A. BIDDER's EXPERIENCE STATEMENT.**

1. Bidder shall submit information demonstrating successful completion by a) bidder's firm, b) bidder's proposed Project Manager, and c) bidder's proposed project-specific Superintendent

of at least three (3) similar projects in the last five (5) years with similar material specifications to those proposed herein. Each of the past experience projects shall demonstrate the ability to meet the following minimum requirements:

- a. The work area must be at least fifteen (15) acres in size,
  - b. The work must include at least 700,000 cubic yards of excavation in one (1) year
  - c. A demonstrated ability and availability of resources to achieve and sustain a daily excavation production rate of at least 10,000 cubic yards
2. This information shall be submitted in a separate Bidder Experience Statement along with the Form of Bid. Please describe the scope of work for such similar projects; owners' names; site locations; project cost; work acreage, total excavation volume, daily production rates, beginning and ending dates of construction; and any available site pictures. Bidder hereby releases listed references from all claims and liability for damages which may result from the information provided by the reference.
  3. Please furnish, a separate Experience Statement for the project manager and the project superintendent; a list of identified subcontractors; a list of references; and, a contact person. Failure to submit the Experience Statement or to meet the experience requirements may result in rejection of the Form of Bid.

**B. QC TESTING FIRM AND LABORATORY EXPERIENCE STATEMENT.**

Bidder shall submit with their bid an Experience Statement indicating that the proposed QC testing firm and laboratory have successfully provided observation, testing, and documentation for similar construction projects of similar size and complexity, with similar QC requirements to those described herein for at least three (3) projects in the last five (5) years.

**C. SURVEYING FIRM EXPERIENCE STATEMENT**

Bidder shall submit with their bid an Experience Statement indicating that the proposed surveying firm has successfully provided surveying and as-built documentation for similar construction projects of similar size and complexity, with similar as-built requirements to those described herein for at least three (3) projects in the last five (5) years.

## **6.0 BUSINESS PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT**

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

## **7.0 PAYMENT OF TAXES**

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

## **8.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **9.0 ETHICS IN PUBLIC CONTRACTING**

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

## **10.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED**

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **11.0 DRUG-FREE WORKPLACE**

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include

the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

## **12.0 FAITH-BASED ORGANIZATIONS**

Loudoun County does not discriminate against faith-based organizations.

## **13.0 EXEMPTION FROM TAXES**

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

## **14.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS**

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
- B A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.



- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

## **15.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS**

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

## **16.0 CONSTRUCTION CONTRACT RETAINAGES**

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

## **17.0 ESCROW ACCOUNT FOR RETAINED FUNDS**

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of Section 2.2-4334 of the Virginia Public Procurement Act, the bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County, and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included with this Bid proposal shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen

(15) day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed escrow agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

## **18.0 INSTRUCTIONS TO BIDDERS**

### **18.1 Submission of Bids**

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

### **18.2 Questions and Inquiries**

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of

contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

**18.3 Inspection of Site**

All bidders must make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will result in disqualification of bids. Inspections may be arranged by contacting Sharon Hodges @ (703) 777-0591.

**18.4 Firm Pricing for County Acceptance**

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date.

**18.5 Proprietary Information**

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

**18.6 Authority to Bind Firm in Contract**

Bids **MUST** give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show **TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT**. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization

If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

**18.7 Withdrawal of Construction Contract Bid Due to Error**

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

**18.8 Subcontractors**

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

**18.9 Late Bids**

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

**18.10 Rights of County**

The County reserves the right to accept or reject all or any part of any bid, waive informalities and award the Contract to the lowest responsive and responsible bidder to best serve the interest of the County.

**18.11 Prohibition as Subcontractors Under Competitive Sealed Bidding**

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

**18.12 Vendor Preference in Tie Bids**

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference

to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

**18.13 Anti-Trust Violations**

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

**18.14 Basis for Award**

Contract award will be made to the lowest responsive and responsible bidder.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

**18.15 Negotiation with the Lowest Responsible Bidder**

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

**18.16 Notice of Award**

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/purchasing](http://www.loudoun.gov/purchasing)) and on the bulletin board located in the Division of Purchasing, 4th floor, 1 Harrison St, SE, Leesburg, 20175.

**18.17 Protest**

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

**18.18 Construction Contract Bid Security**

Bid security is required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

**18.19 Construction Contract Bond Forms and Copies; Alternative Forms**

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

**18.20 Debarment**

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

**18.21 Registering of Corporation**

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), P.O. Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

**18.22 W-9 Form Required**

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**18.23 Insurance Coverage**

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

**18.24 Acknowledgement of Contract**

By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein.



## Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

### Loudoun County Solid Waste Management Facility – Woods Road Disposal Unit Primary Infrastructure Construction Project

The firm of \_\_\_\_\_  
(Insert name and address) hereby offers to substantially complete the Woods Road Disposal Unit Primary Infrastructure Construction Project in accordance with this Invitation for Bid within 230 calendar days from Notice of Award.

#### Base Bid

Loudoun County Woods Road Disposal Unit Primary  
Infrastructure Construction Project

Lump Sum \$ \_\_\_\_\_

(NOTE: The Base Bid shall include all of the extended prices of the Add/Deduct items listed below)

I **DO** \_\_\_\_\_ OR I **DO NOT** \_\_\_\_\_ WISH TO USE THE ESCROW ACCOUNT FOR RETAINED FUNDS AS PROVIDED FOR IN THIS BID DOCUMENT

#### Add/Deduct Items

Item	Quantity	Unit Price	Extended Price
Rock Excavation	20,000 CY	\$ _____	\$ _____
Unsuitable Material Excavation	2,000 CY	\$ _____	\$ _____
Clearing	435,600 SF	\$ _____	\$ _____
Silt Fence	5,000 LF	\$ _____	\$ _____
Check Dams per VESCH	20 EA	\$ _____	\$ _____
EC-2 Soil Stabilization Matting	1,500 SY	\$ _____	\$ _____
EC-3 Soil Stabilization Matting	1,500 SY	\$ _____	\$ _____
Rip Rap Class I	1,000 CY	\$ _____	\$ _____
Rip Rap Class II	500 CY	\$ _____	\$ _____
Gabion Stone	1,000 CY	\$ _____	\$ _____
Culvert Inlet Protection per VESCH	2 EA	\$ _____	\$ _____
Outlet Protection per VESCH	2 EA	\$ _____	\$ _____
Seeding-Permanent with Topsoil	21 AC	\$ _____	\$ _____
Seeding-Permanent without Topsoil	50 AC	\$ _____	\$ _____
Seeding-Temporary	22 AC	\$ _____	\$ _____

Diversion Dike per VESCH	5500 LF	\$ _____	\$ _____
Temporary Sediment			
Trap per VESCH	6 EA	\$ _____	\$ _____

Bidders shall give unit price and extended price for each of the items listed above. The Add/Deduct Items, quantities, and extended prices are included in the lump sum and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the contract amount. The activity schedule and schedule of values shall include each Add/Deduct Item as a separate and distinct allowance item.

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that bidder has received all addenda.

1. W-9 Form
2. Experience Statement per Section 5.0 of this IFB and Section 01010 of the Technical Specifications
3. Addenda, if any.
4. FEI number: (TAX ID#) \_\_\_\_\_
5. Payment Terms (Select one): \_\_\_\_\_ net 30, \_\_\_\_\_ other payment discount \_\_\_\_\_
6. Bid Bond (per Section 18.18)
7. Virginia Contractors license number: \_\_\_\_\_

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_



## HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01394

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

## SERVICE RESPONSE CARD

QQ-01394

Date of Service: \_\_\_\_\_

### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

### COMMENTS:

---

---

---

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •**

**PO Box 7000 • Leesburg, VA 20177**

## OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT for the Loudoun County Woods Road Disposal Unit Primary Infrastructure Construction Project herein after referred to as the "Project", executed in three (3) originals, effective this \_\_ day of \_\_\_\_\_, 200\_\_, is by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "Owner"), and \_\_\_\_\_ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the Owner and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

Attachment 1 – The County's Invitation for Bid No. QQ-01394 (which includes the General Conditions and Division I) dated February 7, 2008, including any addenda.

Attachment 2 – The Contractor's bid dated \_\_\_\_\_.

Attachment 3 – The Contract Plans and Specifications, including any addenda.

### Article 1

#### ARCHITECT/ENGINEER

1.1 The Architect/Engineer (hereinafter referred to as the "A/E or Engineer and as defined in the General Conditions) shall be Solid Waste Services, LLC, whose address is 11706 Bowman Green Drive, Reston, Virginia 20190—3501. Provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its A/E and so advising the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

### Article 2

#### TIME OF COMMENCEMENT AND COMPLETION

2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed.

2.2 Time is of the essence in this agreement.

2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions, within 230 calendar days from Notice of Award. This time period shall be designated the Contract Time.

2.4 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

ACTIVITY:

DATE:

Completion of Permanent Seeding  
areas with Topsoil

October 1, 2008

Substantial Completion

230 Calendar Days from Notice of Award

Completion of all punch list work

30 Days after Substantial Completion

2.5 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, shall be \$1,000.00 per day for each consecutive calendar day beyond the Contract Time.

2.6 The liquidated damages incurred by the Owner due to the Contractor's failure to complete each Milestone designated in Article 2.4 above, within the applicable interim Milestone date, shall be as hereinafter stated.

Milestone

Liquidated Damages

Completion of Permanent Seeding  
areas with Topsoil

\$2000.00 / Day

Completion of all punch list work

\$500.00 / Day

2.7 The amount of liquidated damages set forth in Articles 2.5 and 2.6 herein above shall be assessed cumulatively. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

Article 3

CONTRACT SUM

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (herein referred to as the "Contract Sum").

#### Article 4

##### PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the A/E a Pay Request Application in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

#### Article 5

##### OTHER REQUIREMENTS

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee Bond (as described in section 9.8.5.2 of the General Conditions) and Certification of Insurance as required by the Contract Documents.
- 5.2 To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.
- 5.3 The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract.

#### Article 6

##### IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

## Article 7

### ENTIRE AGREEMENT AND SEVERABILITY

- 7.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a Modification. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, or any agent, consultant, or independent Contractor employed by the Owner and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

## Article 8

### APPLICABLE LAWS/FORM

- 8.1 This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

Witness the following signatures:

#### **COUNTY OF LOUDOUN, VIRGINIA**

Division of Procurement  
1 Harrison Street, S.E.  
P.O. Box 7000  
Leesburg, Virginia 20177-7000  
Phone: (703) 777-0403  
Fax: (703) 771-5097

By: \_\_\_\_\_

Name: Donald R. Legg

Title: Acting Purchasing Agent

Date: \_\_\_\_\_

#### **CONTRACTOR**

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By:

\_\_\_\_\_  
Julie A. Massie  
Assistant County Attorney

## ESCROW AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, among Loudoun County, Virginia ("County") and \_\_\_\_\_ ("Contractor") and \_\_\_\_\_, a trust company, bank, or savings and loan institution with its principal office located in Virginia ("hereinafter referred to collectively as "Bank"); and

\_\_\_\_\_  
("Surety"), provides:

### I.

The County and the Contractor have entered into a contract with respect to Project Name \_\_\_\_\_ Project No. \_\_\_\_\_ ("Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance of the Contractor.

### II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the contract, the County Treasurer or in a trust account is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of the contract or any other instrument or agreement between the County and the Contractor.

### III.

The County shall from time to time pursuant to the Contract pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the County, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the County to the Bank.

The risk of loss by the diminution of the principal of any funds invested under the terms of the Contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this escrow agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of its interest in the escrow account or any part thereof, except to the Surety.

### IV.

Upon receipt of checks or warrants drawn by the County Treasurer and made

payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

## V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills.
- (2) Bonds, notes and other evidence of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the County of Loudoun,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A," and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Bank and its affiliates,
- (6) Any bonds, notes or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Bank or deposit by the Contractor.

## VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon



become a part of the escrowed fund.

Upon receipt of a direction signed by the Loudoun County Purchasing Agent, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Treasurer of Loudoun County for deposit to the appropriate fund and account within the County's approved accounting structure. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the Loudoun County Purchasing Agent, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder, the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

LOUDOUN COUNTY, VIRGINIA

CONTRACTOR

\_\_\_\_\_  
Director, Department of Management  
& Financial Services

\_\_\_\_\_  
Officer, Partner or Owner

Bank

SURETY

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address